

UNITED STATES DEPARTMENT OF JUSTICE

WASHINGTON, D. C.

FILED  
DEC 2/1959

EXHIBIT C

1066

Registration Section  
DEPARTMENT OF JUSTICE

TO REGISTRATION STATEMENTS

Under the Foreign Agents Registration Act of 1938, As Amended

Furnish this exhibit for each FOREIGN PRINCIPAL of the Registrant.

THIS EXHIBIT WILL NOT BE ACCEPTED FOR FILING UNLESS IT IS REASONABLY COMPLETE AND ACCURATE.

1. Name and address of Registrant. Doyle Dane Bernbach, Inc.  
20 West 43rd Street  
New York, N.Y.
2. (a) Name of Foreign Principal. National Federation of Coffee Growers of Colombia

(b) Principal address of Foreign Principal. Edificio Banco Cafetero  
7-65 Avenida Jimenez  
Bogota, Colombia

3. If the Foreign Principal is a foreign government, state the following:

Branch or agency thereof represented  
by Registrant

Name and title of official with  
whom Registrant deals

4. If the Foreign Principal is an individual (natural person), state -

(a) All present business and residence addresses not given under item 2(b).

(b) Citizenship or nationality:

(c) If an officer, employee, or agent of a foreign government, foreign political party, or any official or agency thereof, state -

Name of such government,  
political party, official, or  
agency

Nature of Foreign Principal's  
office, employment, or  
agency

Nature of any subsidy  
or other financial  
arrangement

UPDATE 10-22-71

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5. If the Foreign Principal is not an individual (natural person) or a foreign government, state the following:

(a) Type of Foreign Principal's organization.

Committee \_\_\_\_\_ Voluntary group ☒ Association ☒

Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Foreign Political Party \_\_\_\_\_

Other (specify) A non-profit Association of Coffee Growers

(b) Date and place of organization. 1927, Bogota

## (c) All partners, officers, directors, and similar officials of the Foreign Principal.

<i>Name and address of official</i>	<i>Position, office or nature of duties</i>
Andres Uribe C., 120 Wall St., NYC Room 707	Manager, N.Y. Office of Federation
Arturo Gomez J., Bogota, Colombia	General Manager of Federation
Dr. Ignacio Betancus, Bogota, Colombia	Financial Manager of Federation

## (d) List, if any, all of the Foreign Principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere.

<i>Name and address of branch, unit group, or organization</i>	<i>Nature of connection with foreign principal</i>
National Federation of Coffee Growers of Colombia (N.Y. Office) 120 Wall Street, New York, N.Y.	N.Y. Branch in charge of U.S. and Canadian Market
National Federation of Coffee Growers of Colombia (Brussels Office) Brussels, Belgium	Brussels office in charge of European Market

## (e) Branch or group, if any, represented by Registrant.

National Federation through N.Y. Office

## 6. If the Foreign Principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

<i>Name of such government, political party, or other persons</i>	<i>Nature and extent of supervision, direction or control</i>
Republic of Colombia	Four (4) Cabinet Ministers sit in on the NFCGC board meetings. Have a vote in decisions of the Federation.

## 7. If the Foreign Principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

<i>Name of such government, political party, or other persons</i>	<i>Nature and extent of such financing or subsidization</i>
Republic of Colombia	Taxation of coffee produced in Colombia

## 8. If the Foreign Principal is not a foreign government, state nature of all its businesses, occupations or functions:

This is an association of the growers of coffee in Colombia. It is a tax supported non-profit agency with four cabinet members on the Board of ~~THE~~ Directors who sit in on policy making with representatives of the coffee growers. It also acts to protect the interests of Colombian coffee growers and to help create a larger market for their product. To this end the Federation is sponsoring an advertising, promotion program in the U.S.A. for the purpose of making the consumer more conscious of and better acquainted with the Colombian coffee product.

"Exhibit B"

DOYLE · DANE · BERNBACH · INC.

TO: NATIONAL FEDERATION OF COFFEE GROWERS OF COLOMBIA  
120 WALL STREET, NEW YORK, N. Y.

We hereby agree to serve as your advertising agency in accordance with the following terms:

AGENCY SERVICES

We will perform the following service for you:

1. Study your problems, analyze your present and potential markets.
2. Employ in your behalf our knowledge of the available media and means which can profitably be used.
3. Formulate and recommend plans as needed.
4. In the execution of these plans, when approved by you, we will do the following:
  - a. Write, design, illustrate or otherwise prepare your advertisements for newspapers, magazines, radio, television, trade papers or other appropriate media.
  - b. Order the space, radio or television time, or other means to be used for your advertising, endeavoring to secure the most advantageous rates available.
  - c. Properly incorporate the message in mechanical or other form and forward it with proper instructions for the fulfillment of the contract.
  - d. Check and verify insertions, displays, broadcasts or other means used, to such degree as is usually performed by agencies and is regarded as good practice.
  - e. Audit and pay invoices for space, radio or television time, preparation and services.
5. Cooperate with your sales work to make your advertising more effective.

GENERAL PROVISIONS

We agree to refrain during the life of this agreement from acting as advertising agency for any products directly competitive with Columbian Coffee without your written consent, and you similarly agree not to engage the services of any other advertising agency without first obtaining our written consent.

We agree to secure your approval of all expenditures in connection with your advertising.

We will keep in our care advertising materials entrusted to us as your property for a reasonable length of time and will use reasonable precaution to secure their return from third parties.

You reserve the right, in your own best interests, to modify, reject, cancel or stop any and all plans, schedules or work in process; and in such event we shall immediately take proper steps to carry out your instructions: but you agree to assume our liability for all commitments, and to reimburse us for any losses we may sustain derived therefrom, and for all expenses incurred in connection with your advertising on your authorization, and to pay us any service charges relating thereto, in accordance with the provisions of this agreement.

UPDATE

10-22-71

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Nothing in this agreement shall be construed as committing us to violate any lawful contractual commitments to media.

We will endeavor to the best of our knowledge and ability to guard against any loss to you through failure of media or suppliers properly to execute their commitments, but we shall not be held responsible for any failure on their part.

You will indemnify us against any loss we may sustain as the result of any claim, suit or proceedings made or brought against us based upon any assertions made for any of your products (or services) in any advertising which we may prepare for you and which you approve before its publication.

We expressly reserve the right to refuse to undertake any campaign, prepare any advertising material or publicity or cause publication of any advertisement or article which, in our judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to your interest or to ours.

#### CHARGES FOR ADVERTISING SPACE, RADIO AND TELEVISION TIME

You agree to pay us at current published rates for advertising run in all media. In those exceptional cases where an advertising medium allows no agency commission or less than 15% agency commission, you agree to pay us at current published rates plus an amount which, together with the commission, if any, allowed by media, will yield us 15% of our total charge to you before cash discount.

#### RATE ADJUSTMENTS

If, in a medium having a schedule of graduated rates, less space or time than contracted for is used, you are to pay us the difference, if any, between the amount due at the rate named in the contract and the amount due at the rate applicable to the quantity of space or time used, in accordance with such short rate payments as we may be obligated for in connection with your advertising.

If, in a medium having a schedule of graduated rates, more space or time than contracted for is used, we shall refund to you any excess you may have paid us over the amount due at the rate earned in accordance with such refunds as may be made to us by media.

We shall refund or credit to you any other funds received by us in connection with advertising space, time, or materials, for which you have paid us.

#### CASH DISCOUNT ON INVOICES FOR ADVERTISING SPACE AND TIME

The exact amount of cash discount allowed to us by media for prompt payment will be allowed to you provided payment is made to us in accordance with the cash discount terms stated on our invoices, and provided that there is no overdue indebtedness at the time of payment.

#### CHARGES FOR MATERIALS AND SERVICES PURCHASED

You agree to pay us the net cost, before deduction of cash discount, of all materials and services (other than space and time) purchased for you on your authorization, plus 15% of such net cost. Items to be billed on this basis include the following:

Art work, layouts, engravings, electros, typography, mats, transcriptions, film and other mechanical parts, storyboards, jingles, radio and TV talent, programs and facilities on which the agency does not receive commission from the broadcaster or producer, package design, testimonials, surveys contracted for with independent research organizations, etc.

If an agency commission is allowed by broadcasters on network or station shows or on talent or other production costs, such commission will be retained by us.

#### CASH DISCOUNT ON MATERIALS AND SERVICES PURCHASED

No cash discount is allowed on our bills for materials and services purchased for you since such bills usually represent funds already disbursed by us, such charges being accumulated and billed to you on completion of each job.

#### CHARGES FOR SPECIAL SERVICES PERFORMED BY US

1. For the services listed below, performed by us on your authorization (as distinguished from services bought outside our organization), you agree to pay us such amount as shall be agreed upon between us in advance or, in the absence of such agreement, at cost plus 15% (such cost shall include direct salaries incurred, overhead and cash outlays):

Direct mail	Storyboards
Publicity	Finished art
Special research	Package design
Layouts	Jingles
Rescale layouts and mechanical make-up	Preparation of sales and service materials

2. You agree to reimburse us such cash outlays as we make in your behalf in connection with the following:

Forwarding and mailing (including packing, postage express, taxes, import duties)  
Long distance telephoning and telegraphing  
Traveling (including sales conventions)  
Copyrighting of advertising matter

~~Insurance~~

#### MINIMUM ANNUAL COMPENSATION

~~It is agreed that the minimum annual compensation to us will be at the rate of \$10,000 annually, payable in equal monthly installments.~~

~~Against this sum we will credit to you all commissions received from media and all commissions we add to production, art, mechanical and other charges. When \$10,000 in commissions is earned by us for the year the regular terms of this agreement come into force. Credits will be made monthly against a pro-rated share of the annual fee with a final annual adjustment. In the event the agreement is terminated by either party at a time other than at the end of a 12-month period, the amount due us shall be adjusted on a monthly basis - each month to equal 1/12 (one-twelfth) of the minimum annual compensation of \$10,000 to the agency or the earned commissions, whichever is greater.~~

#### TERMS OF PAYMENT

Two fundamental principles on which the client-agency-medium financial relationship is based are (1) that the advertising agency shall finance its own service, but not the advertising of its clients, and (2) that the advertising agency is held by media as solely liable for payment. Therefore, it is essential that we collect from you in time to pay media.

Pursuant to the customs and standards of our industry, you agree to pay our invoices on payment dates stated thereon, usually within ten days of billing date. **Payments are to be made in the United States in American Dollars.**

We reserve the right in case of delinquency in your payments to us, or such impairment of your credit as in our opinion might endanger future payments to us, to change the requirements as to terms of payment under this agreement.

#### TERMINATION OF AGREEMENT

This agreement will become effective August 27, 1959 and shall continue in force from that date until terminated by 90 days' notice in writing given by either party to the other and sent by registered mail to the principal place of business of the party to whom such notice is addressed.

The rights, duties and responsibilities of the agency shall continue in full force during the period of notice including the ordering and billing of advertising in media whose closing dates fall within such period.

Any uncancellable contract made on your authorization and still existing at the expiration of the agreed-on interval following notice, shall be carried to completion by us and paid for by you unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

Upon the termination of this contract, we shall transfer, assign and make available to you, or your representative, all property and materials in our possession or control belonging to and paid for by you, and all information regarding your advertising. We also agree to give all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements with advertising media, or others, for advertising space, broadcasting time, or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.

However, at termination, unused or unpublished advertising plans and ideas prepared by us shall remain our property, regardless of whether or not the physical embodiment of the creative work is in your possession in the form of copy, art work, plates, etc.

#### EXAMINATION OF RECORDS

It is understood that you may at any time during the life of this contract, and upon reasonable notice, examine our files and records pertaining to the handling of your advertising.

Doyle Dane Bernbach Inc.

#### CLIENT'S ACCEPTANCE

BY Maxwell Dane

This agreement is accepted by

BY [Signature]

Date \_\_\_\_\_